

MOTION BY SUPERVISOR MICHAEL D. ANTONOVICH

MAY 31, 2016

SANTA CLARITA VALLEY SHERIFF'S STATION

The County of Los Angeles (County) currently owns and operates the Santa Clarita Valley Sheriff's Station located at 23740 Magic Mountain Parkway in Santa Clarita (Existing Station). The 25,000-square-foot Existing Station was constructed in 1972, staffed with fewer than 100 Sheriff's personnel serving a population of approximately 50,000. Since then, the population has grown to approximately 300,000 (which is projected to grow by another 63,000 by 2020) and the staff has more than doubled.

The County, City and Sheriff's Department have been in discussions regarding the construction of a new Santa Clarita Valley Sheriff's Station (New Station) to address current and future needs of the community for a number of years. The New Station is intended to accommodate the entire station personnel under one roof, including the 33 staff currently housed in a nearby leased space, replace and upgrade the station infrastructure and address inadequate parking space.

The proposed New Station would be located at Golden Valley Road in the City of Santa Clarita, on a 6.5 acre City-owned parcel, which would be improved with a 44,400 square foot 2-story building. It will include a 4,000 square foot service building, facilities to maintain/service patrol vehicles, a helipad and a 359-space parking lot.

MOTION

RIDLEY-THOMAS _____

KUEHL _____

KNABE _____

ANTONOVICH _____

SOLIS _____

The cost of the New Station has been estimated to be approximately \$51 million, excluding the value of the City-owned parcel. It is proposed that the County and City share the cost of the New Station with the City funding \$36 million and the County funding \$15 million. The County's fixed \$15 million contribution will be funded exclusively by the Fifth District using a combination of capital improvement funds and discretionary funds and the City's contribution will be funded by a combination of City general funds and bond financing.

The City will be responsible for project management, including the preparation of design plans and construction specifications for the New Station, preparation of an appropriate environmental finding for City Council approval, in compliance with the California Environmental Quality Act (CEQA), and for procuring other consultant and project management services during the construction phase. The City, as project manager, will hold and disburse all payments for project-related expenses. The County will monitor the project's progress and expenditures through its participation in routine project meetings. Any requested change to the proposed project that deviates from the approved project program, function, or utility shall not be authorized without obtaining prior written consent of the County.

On May 24, 2016, the Santa Clarita City Council unanimously approved the attached proposed Memorandum of Understanding (MOU) which sets forth the terms and conditions of this project subject to the County's approval. The MOU also provides that the City and County will negotiate a rent-free lease, prior to issuance of bonds, which will allow the County to use and occupy the New Station for as long as the Sheriff continues to provide law enforcement services to the City pursuant to the Sheriff Service Agreement (or any successor agreement). The City will be required to return the entire \$15 million County contribution under specified circumstances provided in the MOU including should the City be unable to obtain bond financing for the New Station or terminate the Sheriff Service Agreement at any time during the first 15 years of the rent-free lease agreement.

I, THEREFORE, MOVE THAT THE BOARD OF SUPERVISORS, as authorized by Government Code Sections 25351 and 51301:

1. Instruct the Chair of the Board to execute the attached Memorandum of Understanding (MOU) with the City of Santa Clarita for the transfer of \$15 Million for the new Santa Clarita Valley Sheriff's Station which establishes guidelines for the project implementation;
2. Direct the CEO to return the \$15 Million to the Fifth Supervisorial District in the event the County receives said funds back from the City under specified circumstances contained in the MOU;
3. Direct the CEO, or her designee, to negotiate appropriate lease terms with the City prior to issuance of bonds and execute a rent-free lease, which provides the Sheriff with the right to use and occupy the New Station upon completion of construction;
4. Authorize the CEO, or her designee, to comply with CEQA on behalf of the County as a responsible agency (unless otherwise required by CEQA) after the City, as lead agency, has adopted appropriate CEQA findings; and,
5. Authorize the CEO, or her designee, to execute any other document(s), which is approved as to form by the County Counsel, that may be required by the terms of the MOU or otherwise necessary for the implementation of the proposed project.

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MDA:amp

Agreement No. _____



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF LOS ANGELES AND
THE CITY OF SANTA CLARITA
FOR THE NEW SANTA CLARITA VALLEY SHERIFF'S STATION**

Agreement No. _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LOS ANGELES
AND THE CITY OF SANTA CLARITA**

This MEMORANDUM OF UNDERSTANDING, ("MOU") is entered into as of the day of May 31, 2016 ("Effective Date") by and between the **COUNTY OF LOS ANGELES**, a body corporate and politic ("County"), and the **CITY OF SANTA CLARITA**, a municipal corporation, ("City").

RECITALS

WHEREAS, the County of Los Angeles Sheriff's Department, ("Sheriff") operates the existing Sheriff Station serving the Santa Clarita Valley, which is located at 23740 Magic Mountain Parkway in the City of Santa Clarita; and

WHEREAS, the County and the City desire a new Sheriff Station facility for Sheriff's personnel and enhanced services for the Santa Clarita Valley; and

WHEREAS, the County and the City both wish for the City to continue receiving law enforcement services provided by the Sheriff pursuant to the Municipal Law Enforcement Services Agreement dated May 20, 2014 ("Sheriff Service Agreement") between the County and the City; and

WHEREAS, the County and the City have decided to pursue the possible construction of a new replacement Sheriff station located on a 6.5-acre parcel owned by the City on Golden Valley Road in Santa Clarita, California, upon the conditions set forth in this MOU and have reviewed financing options for such proposed construction; and

WHEREAS, the City desires to partner with the County in the design of the new Sheriff Station facility and to provide the land, all required funding, (minus the funding to be provided by the County on the conditions set forth herein), and all professional services and logistical support required to complete construction of the New Station (as defined herein); and

WHEREAS, in exchange for the County's contribution of funds for the New Station, the City is willing to enter into a rent-free lease with the County for as long as the Sheriff's Department provides law enforcement services to the City pursuant to the Sheriff Service Agreement (or any successor agreement); and

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and of the promises and covenants set forth herein, the parties agree as follows:

1. TERM

The term of this MOU shall commence on the Effective Date and shall terminate upon completion of construction of the New Station, as evidenced by the parties' full execution of a rent-free lease for the New Station, unless sooner terminated as provided elsewhere herein.

2. RESPONSIBILITIES OF THE PARTIES:

City agrees that it shall construct or cause to be constructed the new station substantially as described in the site plan attached as Exhibit A attached hereto and incorporated herein by this reference ("New Station"), in accordance with the terms of this MOU, only upon the satisfaction of all of the conditions set forth herein.

- A. CEQA. Prior to its final approval of the proposed project, the City, as the lead agency, shall conduct an Initial Study and make appropriate findings as required for compliance with the California Environmental Quality Act ("CEQA"). The parties acknowledge that the County is a responsible agency under CEQA for purposes of the proposed New Station project, and that the County shall not cause the proposed project to be approved by its Board of Supervisors until there has been full CEQA compliance.
- B. Architect. The City will award the necessary contract(s) to provide architectural and engineering services for the development of scoping documents for the design of the New Station. Such contract(s) will be subject to approval by the County, which approval shall not be unreasonably withheld.
- C. Design. The City and County have collaborated on the pre-design process for the New Station. The City will permit the County to participate in the design process for the New Station. The County will be allowed to provide input on the exterior design of the building and selection of finishes, and the final selections will be mutually approved by the County and City. The City will work with the Sheriff's Department to provide the interior layout and the selection of furniture, fixtures and equipment for the New Station and to ensure that the facility meets the County's operational requirements and design guideline standards for use as a Sheriff station.
- D. County Approval Rights. County shall have the general right to review and approve as to all aspects of the procurement, design, and construction process. As to any County right of approval under this MOU, County's failure to approve within 10 days (or other amount of time if agreed by the parties) shall be deemed approved.
- E. Construction. The City will manage and supervise the construction of the New Station. The County and the City will mutually agree upon a schedule for construction meetings in order to monitor the project's progress and expenditures throughout the duration of the New Station project.

- F. LEED. The City agrees to design the New Station to achieve the United States Green Building Council's Leadership in Energy and Environmental Design Silver level certification, which is the adopted standard of the City.
- G. Plans. All plans for construction of the New Station are subject to the mutual approval of the City and County. The City shall retain ownership of all construction documents including all drawings and specifications. Any requested change to the proposed New Station project that deviates from the project program, function, or utility as approved by County hereunder shall not be authorized without obtaining the prior written consent of the County.
- H. Offsite. Improvements. All offsite improvements required for the completion of construction of the New Station (including without limitation offsite water tanks, cabling for TV and internet, improvements related to gas and electricity, road work, and any improvements required by the Fire Department or any other agency having jurisdiction) will be provided by the City at its sole cost and expense.

3. SHERIFF SERVICE AND LEASE

- A. The parties agree that in exchange for the County's performance hereunder, including without limitation its contribution of funds for the New Station, the City intends to maintain its Sheriff services pursuant to the Sheriff Service Agreement (or any successor agreement) for a minimum period of 15 years from the completion of construction of the New Station, during which time the County shall have the right to use and occupy the New Station on a rent-free basis pursuant to a lease agreement to be entered into by the parties concurrently with the completion of the construction of the New Station.
- B. The parties agree that concurrently with completion of construction of the New Station, they will enter into a rent-free lease ("Lease") to allow the County to use and occupy the New Station for as long as the Sheriff's Department provides law enforcement services to the City pursuant to the Sheriff Service Agreement (or any successor agreement). The Lease shall include a provision that if at any time during the first 15 years of the Lease term, the City terminates the Sheriff Service Agreement, (or any successor agreement) or is the cause of such termination, the Lease shall be deemed terminated concurrently with the Sheriff Service Agreement and the City will refund to County the full amount of the County Contribution. Notwithstanding the foregoing, the parties agree to extend the Lease on a rent-free basis after the initial 15 years for so long as the City maintains its service agreement with County pursuant to the Sheriff Service Agreement,

but the County Contribution will no longer be refundable after the initial 15-year Lease term.

- C. The existing Sheriff's Station shall remain solely owned by the County.

4. FUNDING

- A. The County agrees, after approval of this MOU by the County's Board of Supervisors, to deposit the sum of \$15 Million ("County Contribution") into a City Trust Account earmarked for the design, engineering, and construction of the proposed New Station based on the pre-design drawings/site plan attached hereto as Exhibit A.
- B. The County Contribution may be used for any of the following: (i) design, engineering, and construction costs of the New Station, (ii) one-time improvements such as capital improvements, materials, furniture, and equipment purchases; (iii) payment of debt service on bonds issued by the City to design, construct and furnish the New Station; and (iv) additional needs as mutually agreed by the parties in writing.
- C. The parties hereto expressly agree that the County's financial responsibility for the proposed New Station shall be limited to the amount of the County Contribution.
- D. The City agrees to deposit the sum of \$6 million into a City Capital Project Account earmarked for the proposed New Station project upon the full execution of this MOU.
- E. Within 180 days after the parties' final approval of the design documents for the New Station, and after completion of negotiations for the Lease, City shall obtain bond financing, or otherwise identify cash resources sufficient to fully fund the remainder of the proposed project cost, which remainder is estimated by the parties to be approximately \$31 million. If the City fails to obtain bond financing or otherwise identify cash resources within such timeframe, the County may terminate this MOU and receive a full refund of the County Contribution after giving the City 30 days' written notice in accordance with Section 5 hereof.
- F. If at any time the City is required to refund the County Contribution pursuant to the terms of this MOU, such refund payment will be made by City within 180 days.

5. TERMINATION AND DEFAULT

- A. Either party may terminate this MOU upon 30 days' written notice in the event of a default hereunder provided that the defaulting party shall have the right to cure the default during such 30-day notice period (or within a longer period if the nature of the cure is such that it reasonably takes

longer than 30 days to perform and the defaulting party is diligently pursuing such cure).

- B. City or County may terminate this MOU effective upon 30 days' written notice if the parties are unable to negotiate a mutually agreeable Lease for the New Station prior to issuance of bonds or identification of other cash resources for the New Station as set forth in Section 4(E). In such event, the City shall refund to County the full amount of the County Contribution.
- C. County may terminate this MOU effective immediately in the event that the Sheriff Service Agreement is terminated or City otherwise elects to opt out of receiving Sheriff services from the County. In such event, the City shall refund to County the full amount of the County Contribution.
- D. City may terminate this MOU effective upon 45 days' advance written notice if the costs of, or cost estimates for, the New Station exceed \$51 million dollars at any time prior to completion of construction. In such event, the City shall refund to County the full amount of the County Contribution.

6. INDEMNIFICATION

- A. The City shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's negligent acts and/or omissions arising from and/or relating to this MOU.
- B. The County shall indemnify, defend and hold harmless the City, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's negligent acts and/or omissions arising from and/or relating to this MOU.

7. NOTICES

All notices of matters under this MOU shall be given in writing by first class mail, personal delivery, e-mail or facsimile. Mailed notices shall be addressed as set forth below, but either party may change its address by giving written notice thereof to the other in accordance with the provisions of this section:

CITY:	City of Santa Clarita ATTN: City Manager (kstriplin@santa-clarita.com) 23920 Valencia Boulevard Santa Clarita, CA 91355-2196
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COUNTY:

Chief Executive Office
Real Estate Division
ATTN: Director of Real Estate
(cmontana@ceo.lacounty.gov)
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

Copy to:

County of Los Angeles Sheriff
ATTN: Assistant Division Director
Gary Tse (gtse@lasd.org)
4700 West Ramona Blvd., 4th Floor
Monterey Park, CA 91754

8. OTHER PROVISIONS

- A. In the performance of their obligations under this MOU, the parties shall comply with all applicable laws, regulations, standards and ordinances.
- B. The internal laws of the State of California shall govern the interpretation and enforcement of this MOU. Any action, suit or proceeding related to or arising from this MOU shall be filed in the Los Angeles County Superior Court or may be submitted to binding arbitration, as the parties may mutually agree.
- C. Any amendments to this MOU shall be in writing and executed by both parties.
- D. This MOU is made and entered into for the sole benefit of the parties hereto, and their successors and assigns. No other person or entity shall have any right of action based upon any provision of this MOU.
- E. This MOU shall be deemed to have been prepared jointly and equally by the parties, and none of its terms shall be construed against any party on the ground that the party prepared the MOU or caused it to be prepared.
- F. If any provision of this MOU or the application thereof to any person or circumstance is held invalid, the remainder of this MOU and the application of such provision to other persons or circumstances shall not be affected thereby.
- G. The persons executing this MOU on behalf of each of the parties warrant and represent that they have the authority to execute this MOU on behalf of the party for whom they execute and have the authority to bind the party to the obligations hereunder.
- H. This MOU is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other agreements

between the parties with respect to the matters contained in this MOU. Any waiver, modification, consent or acquiescence with respect to any provisions of this MOU shall be set forth in writing and duly executed on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

- I. Neither party shall assign or transfer any rights or obligations in this MOU whether by assignment or novation, without the prior written consent of the other party. Any purported assignment without such consent shall be void and without effect.

- J. This MOU may be signed in counterparts, each of which shall be deemed an original instrument as against any party who has signed it.

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IN WITNESS WHEREOF, the County and the City have executed this MOU as of day, month and year first above written.

CITY OF SANTA CLARITA

COUNTY OF LOS ANGELES

DocuSigned by:
By: Kenneth W. Striplin
KENNETH W. STRIPLIN
City Manager

By: Hilda F. Solis
HILDA L. SOLIS
Chair, Board of Supervisors

ATTEST:

ATTEST:

DocuSigned by:
By: Kevin Tonoian
KEVIN TONOIAN
City Clerk

By: Lachelle Smitheman
LORI GLASGOW
Executive Officer of the
Board of Supervisors
DEPUTY



APPROVED AS TO FORM:

APPROVED AS TO FORM:

DocuSigned by:
By: Joseph M. Montes
JOSEPH M. MONTES
City Attorney

MARY C. WICKHAM
County Counsel
By: Amy M. Caves
AMY M. CAVES
Senior Deputy County Counsel

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

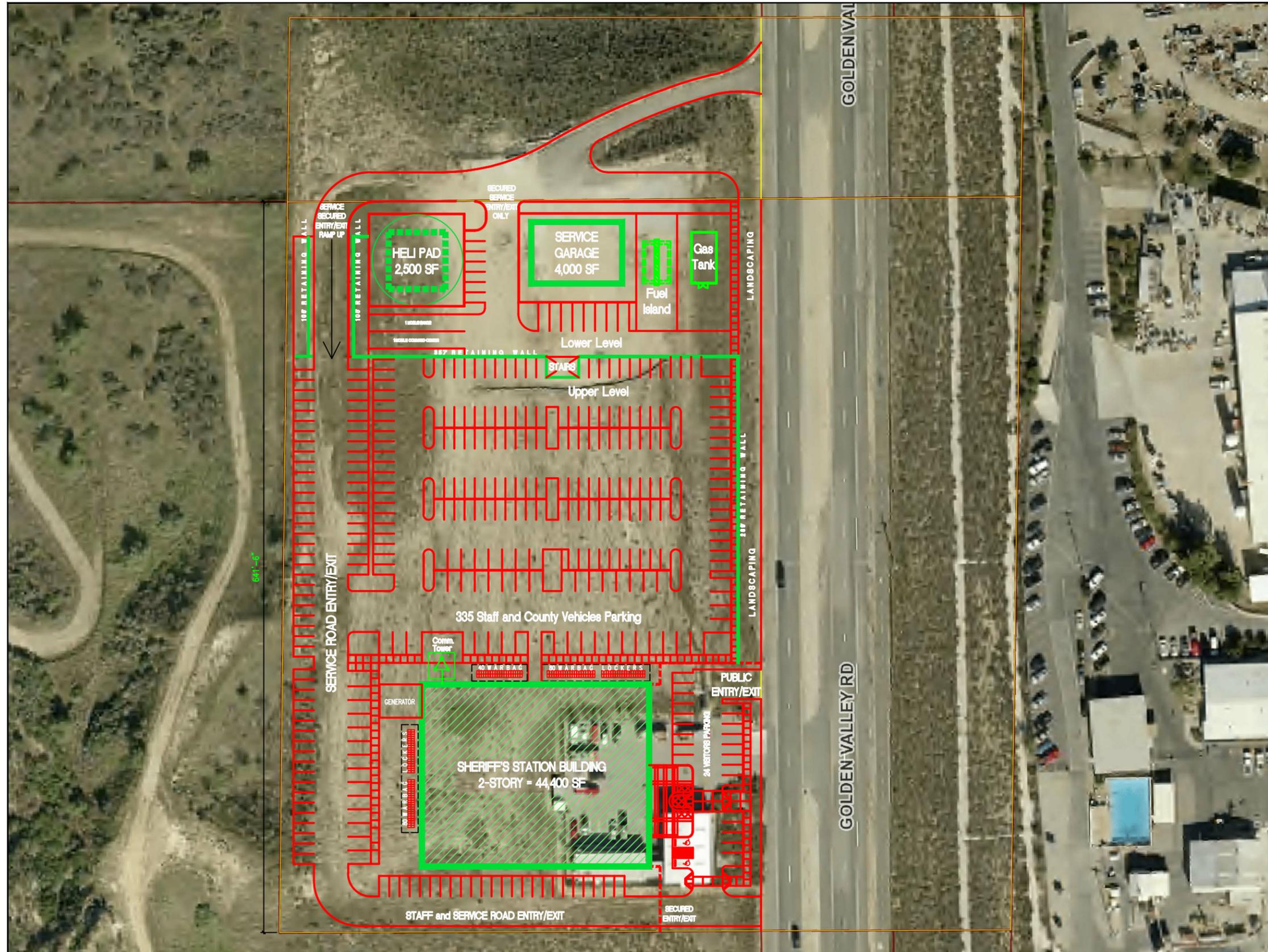
By: Lachelle Smitheman
Deputy



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

9 MAY 3 1 2016

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER



SCOPE OF PROPOSED PROJECT:

- Available Lot Size: 7.5 Acres
- Lot size utilized: 6.5 Acres
- Remove Existing Fire Station
- 2-Story Sheriff Station Building 44,400 SF
- Vehicle Service Building 4,000 SF
- Helipad
- Staff and County Vehicles Parking = 335
- Visitors Parking = 24
- Communications Tower (height TBD)

13-028	REVISED DATE	SHEET NO.
FPB PROJECT NO.	1 -	A1
MC	2 -	
DRAWN BY	3 -	
MW	4 -	
CHECKED BY		

Date Prepared : 05/16/2016

**PROPOSED NEW SANTA CLARITA VALLEY SHERIFF'S STATION
Golden Valley Road, Santa Clarita, CA 91350
Budgetary Estimate**

SECTION	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	PROJECT SCOPE :				
	<u>Hard Construction Cost</u>				
	Construction of new 2-story building excluding Jail	38,860	SF	330	12,823,800
	Jail (including Trustees Area)	5,479	SF	550	3,013,450
	Car-wash Area, Fueling Pump Station (6,600 SF)	1	allow	250,000	250,000
	Demolished existing Fire Station	1	allow	100,000	100,000
	Parking/Site Development/Helipad	245,300	SF	30	7,359,000
	Retaining Wall (15 ft high)	818	LF	400	327,200
	Service Building	4,000	SF	250	1,000,000
	Site Utilities	1	allow	<u>500,000</u>	<u>500,000</u>
	Sub-Total A				25,373,450
	Construction Contingency (15%)				<u>3,806,018</u>
	Sub-Total B				29,179,468
	Escalation (3 yrs @ 15%)				<u>4,376,920</u>
	Sub-Total C				<u>33,556,388</u>
	Change Order Contingency (15%)				<u>5,033,458</u>
	Total Hard Construction Cost :				38,589,846
2	Furniture (approx 162 workstations)				810,000
3	Floor Lockers for Sworn Staff only (250 ea)				125,000
4	Warbag Lockers (200 ea)				<u>120,000</u>
	Total Hard Construction Cost + Furniture + Lockers :				39,644,846
5	<u>Soft Cost (30% of Hard Construction Cost) :</u>				
	County Project Management Fee				
	A/E Design Fees				
	Consultants (Geotechnical, Survey, Material Testing, etc)				
	Plan Check				
	Inspection Services				
	Environmental Impact Study (CEQA)				
	Total Soft Cost :				<u>11,576,954</u>
PROJECT TOTAL COST					51,221,799

- NOTE :**
- (1) The above estimate is for budgetary purposes only.
 - (2) The Hard Construction Cost included infrastructure systems for Communication/Data
 - (3) Soft Cost - 30% is based on past projects managed by the County
 - (4) Off-site utilities & improvement cost are not included